

A. G. Contract No. KR930627TRN  
ECS File: JPA 93-57  
Project: I-8-1-450/H3363 01D  
Section: Gila Ridge Rd @ Ave 2 E

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
YUMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 29 July, 1993,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and YUMA  
COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS  
(the "County").

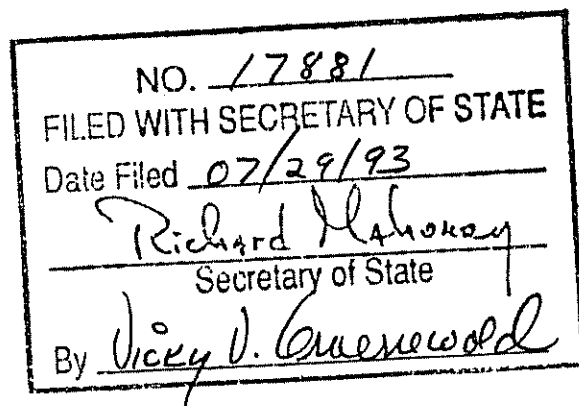
I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-106 E to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The County is empowered by Arizona Revised Statutes  
Section 11-251 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the County.

3. Incident to the relocation of the State's Motor  
Vehicle Division offices to Gila Ridge Road at the intersection  
of Avenue 2 E, it is necessary to construct a realignment of  
the intersection with associated improvements and install a  
traffic signal, at an estimated cost of \$200,000.00,  
hereinafter referred to as the Project, for the safety and  
benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:



## II. SCOPE OF WORK

### 1. The State will:

a. Provide to State standards, and at no cost to the County, all necessary plans (right-of-way, roadway, traffic control, signal, and striping, legal descriptions, specifications) and such other documents and services necessary for construction bidding and. Incorporate County review comments.

b. Provide necessary traffic signal components and hardware and with it's own forces construct and install the traffic signal. Coordinate appropriately with the County's construction personnel, and issue any necessary Project construction permits.

c. Be responsible for all costs associated with design of the Project and the construction and installation of the traffic signal.

d. Upon completion of construction of the roadway realignment by the County, provide maintenance to the Project inside the State's right-of-way, and to the traffic signal.

### 2. The County will:

a. Review the State's design documents and provide comments as appropriate.

b. Be responsible for the acquisition of any required right-of-way for the Project, the relocation of any utilities conflicting with the Project and obtain any necessary clearances associated with the Project, all at no cost to the State.

c. Using the design documents provided by the State, accomplish construction of the roadway realignment. Be responsible for all costs associated with construction of the roadway realignment. Comply with all applicable statutes, codes, rules and regulations relating to highway construction.

d. Upon completion, provide maintenance to the roadway (except for the traffic signal) outside of the State's right-of-way, and provide electric energy for the traffic signal.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, may be cancelled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, MD 616E  
Phoenix, AZ 85007

Yuma County  
County Administrator  
198 S. Main Street  
Yuma, AZ 85364

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**YUMA COUNTY, ARIZONA**

**STATE OF ARIZONA**

Department of Transportation

By Kathryn Prochaska  
KATHRYN "Casey" PROCHASKA  
Chairman, Board of Supervisors

By Robert P. Mickelson  
ROBERT P. MICKELSON  
Deputy State Engineer

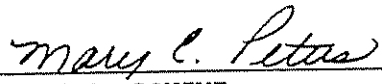
ATTEST

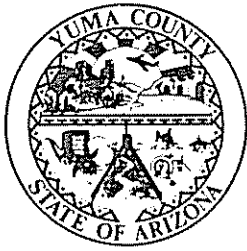
By Jim R. Stahe  
JIM STAHLE  
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 12th day of April 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Yuma County, Arizona for the purpose of defining responsibilities for the design, construction and maintenance of roadway improvements to Gila Ridge Road at the intersection of Avenue 2 E required by the relocation of the State's Motor Vehicle Division offices.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

  
for LARRY S. BONINE  
Director



Yuma County  
Yuma, Arizona

OFFICE OF THE  
BOARD OF SUPERVISORS  
198 Main Street  
Yuma, Arizona 85364  
(602) 329-2104  
FAX: (602) 329-2001

BOB McCLENDON  
DISTRICT 1

LUCY SHIPP  
DISTRICT 2

KATHRYN "CASEY" PROCHASKA  
DISTRICT 3

CLYDE CUMING  
DISTRICT 4

GARY PIERCE  
DISTRICT 5

JAMES R. STAHLE  
COUNTY ADMINISTRATOR  
CLERK OF THE BOARD

DONALD "PAT" WICKS  
ASSISTANT COUNTY ADMINISTRATOR

STATE OF ARIZONA )

) ss.

COUNTY OF YUMA )

I, James R. Stahle, Clerk of the Board of Supervisors do hereby certify that I am required by law to maintain custody of the minutes of the Board of Supervisors and that the following is a true and correct copy of a portion of the minutes of the Board of Supervisors meeting held June 21, 1993.

"Upon motion and unanimous vote the Board of Supervisors authorized the Chairman of the Board to enter into an Agreement between the State of Arizona and the County of Yuma covering the design, construction, and maintenance of roadway improvements for the reconstruction of the Gila Ridge Road and Avenue 2E intersection.

In Witness Whereof I hereunto set my hand and affixed the Official Seal of the Board of Supervisors. Done at Yuma, the County Seat this 21st day of June, 1993.

A handwritten signature of James R. Stahle in cursive script.

James R. Stahle, Clerk of the  
Board of Supervisors

JPA 93-57

APPROVAL OF THE YUMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the YUMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

Dated this 6 day of July, 1993

Wm. Michael Smith

Dep. County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR93-0627-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 23rd day of July, 1993.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr

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